



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

November 21, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER 1 TO
PARK MAINTENANCE SERVICES CONTRACT NUMBER 73895
TO INCREASE THE CONTRACT SUM AT
CASTAIC LAKE STATE RECREATION AREA
(Fifth District - 3 Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines and the County's Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, cited herein.
2. Approve and instruct the Mayor to sign the attached Amendment Number 1 to Landscape Maintenance Services Contract Number 73895 with Rich Meier's Landscape to increase the contract amount by \$11,610 to \$407,942 annually to include janitorial services for the newly accepted Boating Instruction and Safety Center (BISC) at Castaic Lake State Recreation Area.
3. Find that Landscape Maintenance Services Contract Number 73895, as amended, remains cost-effective pursuant to Los Angeles County Code Chapter 2.121.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 5, 2002, your Board approved a contract to provide park maintenance services to Castaic Lake State Recreation Area. Due to the newly accepted BISC, there is a need to amend the contract to provide janitorial services, which will increase the contract sum.

Implementation of Strategic Plan Goals

The proposed amendment will further the Board-approved County Strategic Plan Goal One (Service Excellence), Goal Four (Fiscal Responsibility), by continuing the Department's contracting effort with the private sector in providing park maintenance services through the most cost effective means possible, and Goal Five (Children and Families' Well-Being), by providing services that promote safety and survival.

FISCAL IMPACT/FINANCING

The increased contract cost for providing the additional maintenance services at Castaic Lake State Recreation Area is \$11,610 per year, increasing the total contract sum from \$396,332 to \$407,942 annually.

Operating Budget Impact

Based on preliminary estimates available during the preparation of the Fiscal Year 2004-05 Annual Budget Request, the Department requested \$6,000 in its New Facilities Request to fund the service contract augmentation to include maintenance services for the BISC, which was adopted in the Fiscal Year 2004-05 Budget. Subsequently, the amount recommended herein was negotiated in Fiscal Year 2006-07, and is \$5,610 more than the amount appropriated for the annual cost of services at Castaic Lake State Recreation Area. The amount required for the remaining seven months of the current Fiscal Year will be \$6,773 which exceeds the annual amount funded by \$773. The Department will absorb the difference in cost in the current Fiscal Year and will include it in a New Facilities Request in its Fiscal Year 2007-08 Annual Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 5, 2002, your Board approved a contract to provide park maintenance services to Castaic Lake State Recreation Area.

As provided by the contract, your Board may authorize compensation to increase the Contractor's level of maintenance due to the inclusion of the newly accepted BISC within the existing contract facilities. The increase in the contract sum exceeds the Department's delegated authority to amend the contract. This amendment will add provisions to implement the County's revised assignment by contractor with department policies. The effective date of the increased service is upon your Board's approval.

The Department has reviewed the amended contract cost in accordance with a methodology approved by the Auditor-Controller and has determined that this Proposition A contract remains cost-effective at the increased amount in accordance with the requirements of Los Angeles County Code Chapter 2.121 (Attachment I).

County Counsel has approved the attached amendment as to form and Rich Meier's Landscape has executed the amendment.

ENVIRONMENTAL DOCUMENTATION

The approval of this contract amendment is categorically exempt from CEQA according to Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the project provides for maintenance of existing facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The park maintenance services are currently being provided by Rich Meier's Landscape; therefore, there will be no employee impact.

CONCLUSION

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached amendment be mailed to Rich Meier's Landscape, Attention: Mr. Rich Meier's, 44506 Stonebridge Lane, Lancaster, California 93536. It is also requested that two (2) conformed copies be forwarded to this Department.

Respectfully submitted,



Russ Guiney
Director

RG:KH:BG

Attachments

c: Chief Administrative Officer
Executive Officer (22)
County Counsel

County's Estimated Avoidable Costs compared to Rich Meier's Landscape for Castaic Lake Recreation Area Park Maintenance Services

COUNTY COSTS

DIRECT

Salaries:

Position	Benefits w/5th Step Variance ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	TOTAL
Reg. Grounds Mtc Supervisor	\$7,898.35	1.1800	12	\$111,840.64
Senior Grounds Mtc Worker	\$4,633.80	1.1800	12	\$65,614.61
Grounds Maintenance Worker	\$3,759.82	7.0600	12	\$318,531.95
Grounds Maintenance Worker I	\$4,204.30	3.5300	12	\$178,094.15
		12.9500		\$674,081.34

(1) 5th Step Variance @ 97.1365%.

(2) Positions reflect annual County Productive Work Hours @ 1764.

Equipment:

Vehicle Usage/Fixed Assets ⁽³⁾	No. of Units	No. of Miles	Cost/Mile	TOTAL
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Vehicle Usage

1 Ton Crew Cab (25 miles per week)	1	1300	0.6891	\$896
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Fixed Assets (annualized 7 yrs)

1 Ton crew cab	1			\$5,000
Toro 72" mower	2			\$5,714
				<u>\$11,610</u>

Services & Supplies

Includes extra custodial services and restroom cleaning liquids and janitorial supplies				<u>\$21,366</u>
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Total Services and Supplies/Equipment				\$32,976
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INDIRECT⁽⁴⁾

Avoidable Overhead Contract Admin.				\$0
Avoidable Overhead Agency Admin.				<u>\$0</u>
				\$0

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁵⁾	<u><u>\$707,057</u></u>
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(3) Equipment costs include the use of a 1 ton crew cab truck @ 25 miles per week @ \$0.6891 per mile

(4) Indirect Costs include monitoring by County field staff.

(5) County's cost to provide the current and proposed level of service.

RICH MEIER'S LANDSCAPE'S COSTS

DIRECT⁽⁶⁾

Contractor Cost				
Current Cost				\$396,332
Proposed Cost - additional janitorial services				<u>\$11,610</u>
Total Contractor Direct Costs				\$407,942

INDIRECT COSTS⁽⁷⁾

Avoidable Overhead Contract Admin.				\$0
Avoidable Overhead Agency Admin.				<u>\$0</u>
				\$0

TOTAL CONTRACTING COSTS (Direct Costs plus Indirect Costs)	<u><u>\$407,942</u></u>
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(6) Contractor's current and proposed costs.

(7) Contract monitoring conducted by existing County staff.

ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)	<u><u>\$299,115</u></u>
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**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 73895
FOR PARK MAINTENANCE SERVICES FOR CASTAIC LAKE RECREATION AREA**

THIS AMENDMENT NUMBER 1 TO THE PARK MAINTENANCE SERVICES CONTRACT, made and entered this _____ day of _____, 2006.

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

RICH MEIER'S LANDSCAPING, INC., hereinafter referred to as "Contractor" for park maintenance services, hereinafter referred to as "services" for **Castaic Lake Recreation Area**, hereinafter referred to as "facility".

R E C I T A L S

WHEREAS, on February 5, 2002, the County Board of Supervisors (Board) approved Contract Number 73895 (Contract) with Rich Meier's Landscaping, Inc. for the provision of park maintenance services for Castaic Lake Recreation Area; and

WHEREAS, the County has constructed a building which requires janitorial services at Castaic Lake Recreation Area; and

WHEREAS, pursuant to Section 7, Additional Compensation, Paragraph 7.02.02 of the Contract, compensation may be authorized by the Board to increase the Contractor's level of maintenance due to inclusion of newly developed appurtenant structure within existing facilities identified in Exhibit A, Statement of Work, of the Contract; and

WHEREAS, the County and Contractor agree to expand the park maintenance service requirements as set forth in Exhibit A-1, Supplemental Statement of Work, of the Contract to include janitorial services of the newly developed structure; and

WHEREAS, the County reserves the right to amend other terms and conditions in the Contract as they become necessary; and

WHEREAS, this Amendment contains amended provisions consistent with the County's right and the Contractor has affirmed the implementation of these provisions;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them does agree as follows:

1.0 CONTRACTOR'S SERVICE

The Contractor shall provide the required janitorial services for the newly constructed building at Castaic Lake Recreation Area in the manner and form described in Exhibit A-1, Supplemental Statement of Work, attached hereto and made part of the Contract.

2.0 PRICING AND BILLING SCHEDULE

2.1 The Contractor shall provide the required maintenance service in the manner and form described above and consistent with the costs identified in the attached Exhibit B-1, Supplemental Pricing and Billing Schedule.

2.2 Exhibit B, Pricing and Billing Schedule, of the Contract is amended to include Exhibit B-1, Supplemental Pricing and Billing Schedule, and to increase the annual Contract cost to Four Hundred and Seven Thousand, Nine Hundred Forty-Two Dollars (\$407,942).

3.0 APPLICABLE DOCUMENTS

The existing Paragraph 1 of the Contract is amended to include Exhibits B-1, K, L, M, N, and O, which are attached hereto and form part of the Contract.

4.0 ASSIGNMENT

The existing Paragraph 9 of the Contract is deleted in its entirety and the following paragraph is substituted:

"9. ASSIGNMENT AND DELEGATION

9.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall

be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

9.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

5.0 RECORD RETENTION AND INSPECTION

The existing Paragraph 14 of the Contract is deleted in its entirety and the following paragraph is substituted:

"14. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or

its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 14.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 14.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 14 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 14.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the

County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 14.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not

limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location."

6.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Within the existing Paragraph 26 of the Contract entitled "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM," the words "District Attorney" are deleted and replaced with "Child Support Services Department."

7.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE

With the existing Paragraph 27 of the Contract entitled "TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE," the words "District Attorney" are deleted and replaced with "Child Support Services Department."

8.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT COMPLIANCE ENFORCEMENT

Within the existing Paragraph 28 entitled "CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT COMPLIANCE ENFORCEMENT," the words "District Attorney" are deleted and replaced with "Child Support Services Department."

9.0 LIVING WAGE PROGRAM

The existing Paragraph 38 of the Contract is deleted in its entirety and the following paragraph is substituted:

“38. COMPLIANCE WITH THE COUNTY’S LIVING WAGE PROGRAM

38.1 Living Wage Program:

This Contract is subject to the provisions of the County’s ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

38.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not an “Employer” as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees’ services provided to the County, including, without limitation, "Travel Time" as defined below in Subsection 5 of this Subparagraph 10.1.2, under the Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services

Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of

“Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

38.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County as Exhibit K and Exhibit L hereto, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

38.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll

violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

38.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

38.6 Notifications to Contractor and Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor employees.

38.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Subparagraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any

such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring

reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage.

If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights or remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its

sole discretion, assess against the Contractor liquidated damages of \$50 per Contractor's employee per day for each and every instance of an underpayment to Contractor's employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts as described in Paragraph 45, Contractor Responsibility and Debarment.

38.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

38.9 Contractor Retaliation Prohibited.

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment,

any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

38.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

38.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or

- b. Fails to meet any other County requirement for employees of a Contractor.
- 3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

38.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

10.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

The existing Paragraph 45 of the Contract is deleted in its entirety and the following paragraph is substituted:

“45. CONTRACTOR RESPONSIBILITY AND DEBARMENT

45.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

45.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract,

debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

45.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

45.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor

and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where

evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

45.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.”

11.0 JURY SERVICE PROGRAM

Add Paragraph 51 as follows:

“51. COMPLIANCE WITH THE JURY SERVICE PROGRAM

51.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit M and incorporated by reference into and made a part of this Contract.

51.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the

Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies

for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

12.0 SAFELY SURRENDERED BABY LAW

Add Paragraph 52 and Paragraph 53 as follows:

"52. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

53. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit N (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.”

13.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 2 shall remain in full force and effect and are hereby reaffirmed.

14.0 EFFECTIVE DATE

The effective date of this Amendment Number 2 shall be the date, month, and year first written above.

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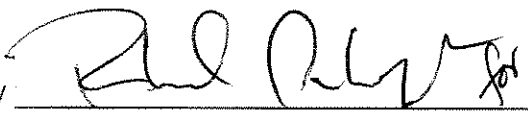
IN WITNESS WHEREOF, the Contractor has executed this Amendment Number 1 to Contract Number 73895, or caused it to be duly executed, and the County, by order of its Board of Supervisors, has caused this Amendment Number 1 be executed on its behalf by the Mayor of said Board, and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, on the date, month and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, County of Los Angeles

CONTRACTOR

Rich Meier's Landscape, Inc.

By 
Rich Meier

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Senior Deputy

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } s.s.

On this 8th day of November, 2006,
before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of
Los Angeles, personally appeared Richard Cambaliza, as the
Maintenance Operation Manager of Rich Meier's Landscaping, Inc.
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
the person executed the same in his / her authorized capacity, and that by his / her
signature on the instrument the Corporation upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By 
Deputy County Clerk

EXHIBIT K

Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT K

Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on

EXHIBIT K

Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or

EXHIBIT K

Title 2 ADMINISTRATION Chapter 2.201 LIVING WAGE PROGRAM

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- 2. Fails to meet any other county requirement for employees of a contractor.
 - D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

EXHIBIT K

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE
MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Exhibit L

Instruction Box: Please complete all sections of this form.
(Information to complete this form can be obtained from your
weekly certified payroll reports) Submit this form with your
Certified Payroll Reports to the awarding County department.
Be sure to complete and sign the reverse side of this form
before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:		(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____ (5) For Month Ending: ____/____/____
(6) Department Name:		(7) Contract Service Description:	
(9) Contractor Health Plan Name(s):			
(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period	(14) Total Aggregate Hours
1		1 2 3 4 5	
2			
3			
4			
5			
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)	
Print Authorized Name:		Grand Total (All Pages)	
Authorized Signature:		Date: ____/____/____ Title: ____	Telephone Number (include area code) (____) ____-____ Page: ____ of ____

**EXHIBIT M
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

EXHIBIT N

Title 2 Administration Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

EXHIBIT N

Title 2 Administration Chapter 2.203 Contractor Employee Jury Service

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

EXHIBIT N

Title 2 Administration Chapter 2.203 Contractor Employee Jury Service

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

EXHIBIT O

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**

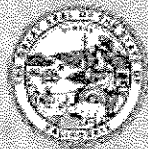


En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT O

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Exhibit A-1
Supplemental Statement of Work
For Castaic Lake State Recreation Area
Boating Instruction and Safety Center

Restrooms

Daily – Tuesday through Saturday

Sweep and remove trash and debris from floors; empty trash receptacles and replace liners; clean and disinfect toilets, urinals, sinks and surfaces surrounding fixtures; disinfect areas where hands are normally placed; clean mirrors; disinfect and mop floors; clean and disinfect shower stalls; remove graffiti; refill all dispensers with paper and soap products; replace any light bulbs

Weekly – Every Friday

Thoroughly clean toilet bowls and urinals with bowl cleaner; wash windows; completely clean and disinfect all partitions, doors, door frames, handles, etc

Monthly – Every Fourth Week

Dust and wipe down all upper ledges and surfaces; clean and disinfect all wall surfaces; clean light fixtures; Scrub all base molding and hard to reach areas

Floors

Daily – Tuesday through Saturday

Vacuum all carpeted floors; sweep and/or dust mop all hard surface floors; remove all debris from floors

Weekly – Every Friday

Mop all hard surface floors using standard chemical solution; Wax and power buff hard surface floors; spot treat carpet stains; wash baseboards

Monthly – Every Fourth Week

Strip wax from hard surface floors and re-apply wax and power buff

Quarterly – Steam clean carpets

Trash

Daily – Tuesday through Saturday

Remove trash from all receptacles and replace liners; remove all trash from building and dispose of in designated bin

Weekly – Every Friday

Clean and disinfect receptacles

Exhibit A-1
Supplemental Statement of Work
For Castaic Lake State Recreation Area
Boating Instruction and Safety Center

Graffiti

Daily – Tuesday through Saturday

Remove or paint over, as appropriate, any graffiti inside or outside of facility

Desks, Counters, etc.

Daily – Tuesday through Saturday

Dust all desk and counter tops; clean and disinfect drinking fountains, furniture, chairs, tables; clean doors, frames, light switches, push and kick plates and handles; deodorize rooms

Weekly – Every Friday

Clean and disinfect all telephones; clean and dust all window blinds; spot clean glass doors as needed

Monthly – Every Fourth Week

Clean all windows and glass doors

Exterior

Daily – Tuesday through Saturday

Sweep all concrete walks, ramps or other paths of travel to remove all debris, sand or obstacles

Weekly – Every Friday

Wash down all paths of travel including walkways, ramps, and docks; sweep and remove all debris from parking lot

Monthly – Every Fourth Week

Wash all exterior walls to remove dust and debris.

EXHIBIT B-1 SUPPLEMENTAL PRICING AND BILLING SCHEDULE

We herewith submit estimated costs for equipment, materials and labor to furnish & install full service landscape maintenance at the above referenced project as follows:

TASK AREA	TASK DESCRIPTION	# OF FREQ.	COST PER FREQUENCY	ANNUAL TOTAL
<u>Restrooms:</u>	Sweep and remove trash and debris from floors; Empty trash receptacles and replace liners; Clean and disinfect areas where hands are normally placed; Clean mirrors; Disinfect and mop floors; Clean & disinfect shower stalls; Remove graffiti; Refill all soap and paper dispensers; Replace light bulbs, if required. <i>Frequency: Daily: Every Tuesday through Saturday</i>	260	\$ 9.00	\$ 2,340.00
	Thoroughly clean toilet bowls and urinals with bowl cleaner; Wash windows; Completely clean and disinfect all partitions, doors, door frames, handles, etc. <i>Frequency: Weekly: Every Friday.</i>	52	\$ 8.00	\$ 416.00
	Dust and wipe down all upper ledges and surfaces; Clean and disinfect all wall surfaces; Clean light fixtures; Scrub all base molding and hard to reach areas. <i>Frequency: Monthly: Every fourth (4th) week.</i>	12	\$44.17	\$ 530.04
<u>Floors:</u>	Vacuum all carpeted floors; Sweep and/or dust mop all hard surface floors; Remove all debris from floors. <i>Frequency: Daily: Every Tuesday through Saturday</i>	260	\$10.20	\$ 2,652.00
	Mop all hard surface floors using standard chemical solution; Wax and power-buff hard surface floors; Spot treat carpet stains; Wash baseboards. <i>Frequency: Weekly: Every Friday.</i>	52	\$ 8.00	\$ 416.00
	Strip wax from hard surface floors, re-apply wax and power-buff. <i>Frequency: Monthly: Every fourth (4th) week.</i>	12	\$44.17	\$ 530.04
<u>Trash:</u>	Remove trash from all receptacles and replace liners; Remove all trash from building and dispose of in designated bin. <i>Frequency: Daily: Every Tuesday through Saturday</i>	260	\$ 3.60	\$ 936.00
	Clean and disinfect receptacles <i>Frequency: Weekly: Every Friday</i>	52	\$ 6.00	\$ 312.00

EXHIBIT B-1 **SUPPLEMENTAL** **PRICING AND BILLING SCHEDULE**

TASK AREA	TASK DESCRIPTION	# OF FREQ.	COST PER FREQ.	ANNUAL TOTAL
<u>Graffiti:</u>	Remove or paint over, as appropriate, any graffiti inside or outside of facility. <i>Frequency: Daily: Every Tuesday through Saturday</i>	260	\$ 2.25	\$ 585.00
<u>Desks, Counters, Etc.</u>	Dust all desk and counter tops; Clean and disinfect drinking fountains, furniture, chairs and tables; Clean doors, frames, light switches. Clean Push and Kick plates and handles; Deodorize rooms. Clean and disinfect all telephone; Clean and dust all window blinds; Spot clean glass doors as needed. <i>Frequency: Weekly: Every Friday</i>	52	\$ 6.00	\$ 312.00
	Clean all windows and doors. <i>Frequency: Monthly: Every fourth (4th) week.</i>	12	\$44.16	\$ 529.92
<u>Exterior:</u>	Sweep all concrete walks, ramps or other paths of travel to remove all debris, sand or obstacles. <i>Frequency: Daily: Tuesday through Saturday</i>	260	\$ 3.45	\$ 897.00
	Wash down all paths of travel including walkways, ramps and docks; Sweep and remove all debris from parking lot. <i>Frequency: Weekly: Every Friday</i>	52	\$12.00	\$ 624.00
	Wash all exterior walls to remove dust and debris. <i>Frequency: Every fourth (4th) week.</i>	12	\$44.16	\$ 529.92
ANNUAL PROPOSAL TOTAL				<u>\$11,609.92/Year</u>
OR				
MONTHLY PROPOSAL TOTAL				<u>\$ 967.50/Month</u>

EXCLUSIONS AS FOLLOWS: Hardscape (i.e. asphalt, masonry, concrete); Cutting or patching of hardscape; Soil Import/export; Manual watering; Plant damage due to inclement weather; Drainage; Soil testing; Kitchen maintenance tasks;